

Document #5385

3/14/91

ADOPTED

3/14/91

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

This Agreement is made as of the ____ day of ____, 19__ by and between the Boston Redevelopment Authority (BRA), hereinafter called the Licensor, and The Massachusetts Bay Transportation Authority (MBTA) hereinafter called the Licensee.

A license to occupy the License Area, as described in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions.

1. The License Area is an office on the first floor of 2406 Washington Street, Roxbury and is to be used solely for temporary office space for an administrative staff person.
2. The Licensee agrees that it is not eligible for relocation benefits.
3. The License Area is to be vacated on thirty (30) days written notice by the Licensor. No obligation on the part of the Licensor direct or indirect is to be construed beyond this temporary license.
4. The License Fee shall be one dollar per year, payable in advance on the first day of each month, commencing March, 1991.
5. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.
6. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement.

The Licensee shall not commit or suffer waste or impairment of the License Area property.

7. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
8. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
9. The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.
10. The Licensee agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.
11. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
12. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
13. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____

By: _____

2. Licensee shall be responsible for any of these contractor(s) workers, employees or agents working on or in the Licensee Area for compliance with the following conditions: (a) compliance with all laws, rules, regulations or ordinances of any federal, state, or municipal agency, or commission or other authority responsible for maintaining all permits or licenses of the Licensee Area.
3. The Licensee will have complete responsibility for compliance with all federal, state and municipal codes and regulations.
4. The Licensee will neither sell any change in, nor erect nor place any building structure or sign (except as hereinafter provided) upon the Licensee Area without the consent of the Authority. Change in sign shall be obtained in writing.
5. No stock piling of spoil, lumber, trash or landfill materials will be permitted or allowed on the Licensee Area.
6. The Licensee must provide and maintain proper drainage coverage in the areas specified in Paragraph 4 of the License Agreement, with the Boston Redevelopment Authority. Any additional or additional coverage shall be provided for the Licensee Area.
7. Licensee shall not erect or place any public right-of-way easements on the Licensee Area.
8. Licensee will permit the Mayor or his duly authorized representative to enter upon the Licensee Area at any time, with or without notice, to view or inspect the same, or to remove, without being held responsible therefor, any building, structure, sign or any material not approved by the Authority.
9. Licensee will permit the Mayor or his duly authorized representative to enter upon the Licensee Area at any time, with or without notice, to view or inspect the same, or to remove, without being held responsible therefor, any building, structure, sign or any material not approved by the Authority.
10. Licensee acknowledges this is a temporary license and their occupancy is only for a limited period of time.

SPECIAL CONDITIONS

1. Licensee will pay all charges for telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.
3. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.
4. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing.
5. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.
6. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #6 of the License Agreement, with the Boston Redevelopment Authority named as additional or co-insured over the term of the License for use of the License Area.
7. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.
8. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.
9. Licensee will permit the Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.
10. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.

11. The Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.

MEMORANDUM

MARCH 14, 1991

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
BEVERLY JOHNSON, DEPUTY DIRECTOR FOR
ECONOMIC DEVELOPMENT

SUBJECT: AUTHORIZATION TO ENTER INTO A TEMPORARY LICENSE AGREEMENT
WITH THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY FOR
THE PURPOSE OF OCCUPYING AN OFFICE ON THE FIRST FLOOR OF
THE PROPERTY AT 2406 WASHINGTON STREET.

SUMMARY: This memorandum requests authorization for the Director to execute a Temporary License Agreement with the Massachusetts Bay Transportation Authority (MBTA) to enter property at 2406 Washington Street in Roxbury, for the purpose of occupying an office on the first floor for the Field liaison of the MBTA.

The Massachusetts Bay Transportation Authority (MBTA) has requested that a Temporary License Agreement with the Boston Redevelopment Authority (BRA) be executed to occupy an office on the first floor of the Dudley Site Office for 6 months.

For the past few years the MBTA and the BRA have been working together on the planning of physical changes in the Dudley Square Business District. The MBTA has worked closely with the BRA in designing the new Dudley Station so that it supports the BRA's program to revitalize the Dudley Square business district. In conjunction with the reconstruction of Dudley Station the MBTA has made a commitment to the BRA to allocate \$450,000 to improve off-street parking facilities in the business district. A significant portion of this service will be used to construct parking on a BRA owned parcel in the business district. This investment will address one of the outstanding needs of the area.

The MBTA is undergoing pre-construction surveys for the area and will begin the reconstruction of Dudley Station within the next three weeks. The MBTA is requesting a Temporary License Agreement be granted to them on the first floor at 2406 Washington Street for 6 months. The space will consist of 18 X 20 sq. ft. of office space at one dollar, \$1.00, for 6 months. The analysis of the market indicate that the rent value of space is currently \$8.00 per sq. ft. The Field liaison for the MBTA will utilize this space for the purposes of coordinating MBTA activities with community interests in the Dudley Square area by establishing a Community Information Center for the MBTA. The MBTA has made arrangements for other space, but it will not be available for three months.

It is therefore recommended, that the BRA authorize the Director to enter into a Temporary License Agreement with the MBTA for the purpose of using an office on the first floor of the Dudley Site Office for office space for a period not to exceed six months. In light of the MBTA commitment of funds to build off-street parking on a BRA parcel in the business district it is suggested that a nominal license fee of one dollar (\$1.00) be set.

A Temporary License Agreement in the form to be executed is attached.

The Temporary License Agreement proposed is exempt from the requirements of the Uniform Procurement Act (G.L. c. 30B) Sec. 1 (b) (4) - a transaction with an instrumentality of the "Commonwealth".

An appropriate vote follows:

Voted: That the Director be authorized to execute and deliver a Temporary License Agreement to the MBTA for temporary use of the BRA owned premises located at 2406 Washington Street, for a period not to exceed 6 months, and further that the consideration for said License shall be no more than one (1) dollar. The License is to contain the express opinion that no obligation on the part of the BRA is to be construed beyond the temporary tenancy. The License shall contain the usual requirements and such other terms and conditions as the Director deems proper and in the best interests of the BRA.



LICENSE AREA CONTAINS OFFICE SPACE LOCATED ON THE FIRST FLOOR OF 2406 WASHINGTON STREET, ROXBURY.

